

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price	Page 1 Of 4						
2. Amendment/Modification No. P00037		3. Effective Date 2007JUN26		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)					
6. Issued By U.S. ARMY TACOM LCMC AMSTA-AQ-ATAB LISA BUTT (586)574-8839 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: LISA.BUTT@US.ARMY.MIL				Code W56HZV		7. Administered By (If other than Item 6) DCMA ATLANTA 2300 LAKE PARK DRIVE SUITE 300 SMYRNA GA 30080 SCD C PAS NONE ADP PT HQ0338				Code S1103A	
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) THE HEIL CO 1125 CONGRESS PARKWAY NE ATHENS, TN 37303-0160 TYPE BUSINESS: Large Business Performing in U.S.						<input type="checkbox"/>		9A. Amendment Of Solicitation No.			
						<input type="checkbox"/>		9B. Dated (See Item 11)			
						<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-02-D-S002			
						<input type="checkbox"/>		10B. Dated (See Item 13) 2001NOV30			
Code 1R5C8		Facility Code									
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS											
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.											
12. Accounting And Appropriation Data (If required) NO CHANGE TO OBLIGATION DATA											
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS											
KIND MOD CODE: G It Modifies The Contract/Order No. As Described In Item 14.											
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.						The Changes Set Forth In Item 14 Are Made In			
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).									
<input checked="" type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual Agreement Between Parties									
<input type="checkbox"/>		D. Other (Specify type of modification and authority)									
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.											
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION											
Contract Expiration Date: 2007NOV30											
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.											
15A. Name And Title Of Signer (Type or print)						16A. Name And Title Of Contracting Officer (Type or print) GREGORY M. DIXON GREGORY.M.DIXON@US.ARMY.MIL (586)574-6873					
15B. Contractor/Offeror (Signature of person authorized to sign)				15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)				16C. Date Signed 2007JUN26	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE						30-105-02			STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243		

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Name of Offeror or Contractor: THE HEIL CO

SECTION A - SUPPLEMENTAL INFORMATION

1. This Contract Number DAAE07-02-D-S002 Modification P00037, is issued to increase the maximum quantity of M969A3s available for order under this contract by 30 units from 251 to 281, as authorized by Justification and Approval CMO Control #06-604 dated 07 September 2006. Pricing for these additional 30 units will be at current 6th year pricing as previously negotiated and list below:

CLIN	Description	Unit Price
2026	M969A3 w/ FRET	\$181,197.00
2027	M969A3 w/o FRET	\$162,019.00
7006	M969A3 Stainless steel surcharge ceiling w/ FRET	\$23,217.00
7007	M969A3 Stainless steel surcharge ceiling w/o FRET	\$20,729.00

2. The TACOM LCMC Actual Cost EPA Clause is revised to include the increased quantity.

3. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0048 ***

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;"> PIIN/SIIN DAAE07-02-D-S002 MOD/AMD P00037 </p>	<p style="text-align: center;">Page 3 of 4</p>
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Name of Offeror or Contractor: THE HEIL CO

SECTION I - CONTRACT CLAUSES
TACOM LCMC Actual Cost EPA Clause

Economic Price Adjustment -Stainless Steel

(a) The Contractor shall notify the Contracting Officer of any increases or decreases in the stainless steel surcharge used to manufacture 281 each M969A3, and 73 each MK970's ordered during the 6th Ordering Period which runs from 30 Nov 06 to 30 Nov 07. Each configuration has 9,871 pounds of stainless steel. The stainless steel surcharge base price will be \$1.33/lb. The base price for each configuration is as follows:

M967A2 w/FRET \$140,029.00
M967A2 w/o FRET \$125,262.00
M969A3 w/FRET \$181,197.00
M969A3 w/o FRET \$162,019.00
MK970 w/ FRET \$214,690.00
MK970 w/o FRET \$191,925.00

The Contractor shall furnish this notice, in the form of a vendor invoice, no later than at time of tanker acceptance. The parties may agree to an additional period, but not later than the date of final payment under this contract. The notice shall be in the form required by the Contracting Officer and shall include the Contractor's request for an adjustment in the contract unit price; supporting data explaining the cause, effective date, and amount of the increase or decrease; and the amount of the Contractor's requested adjustment. The supporting data shall include copies of purchase orders or invoices showing the actual unit cost (and total quantity) of the applicable stainless steel material that the contractor (or subcontractor) procured to produce the tankers.

(b) Promptly after the Contracting Officer receives the notice and data under paragraph (a) of this clause, the Contracting Officer shall calculate the amount of the adjustment in accordance with the formula set forth below in paragraph (d). In the event that an adjustment is deemed appropriate during the fourth quarter of any given Government fiscal year, the adjustment can be made, without interest, in the first quarter of the following Government fiscal year. After the Contracting Officer calculates the amount of the adjustment, the Contracting Officer will modify the contract to reflect the price adjustment for the relevant delivery order. The Contractor shall continue performing pending determination of any adjustment.

(c) Any price adjustment under this clause is subject to the following limitations:

(1) Any adjustment shall be limited to the effect of the increases or decreases in the price of stainless steel defined in paragraph (a) above. There shall be no adjustment for --

- (i) Supplies for which the production cost is not affected by such changes;
- (ii) Changes in unit prices/costs other than those identified in this clause;
- (iii) Changes in the quantities of material used from those identified in this clause; or
- (iv) Associated indirect costs (burden, overhead, G&A, etc.) or profit.

(2) There shall be no contract adjustment for any change in the price of stainless steel surcharges, which would not result in a net change of at least \$1,000.00 per tanker. The \$1,000.00 limitation applies to the figure remaining after all calculations have been made in accordance with paragraph (d) below. Net change is defined as the aggregate of any increases or decreases in the price of the end item(s).

(3) The aggregate of the increases in any contract unit price made under this clause shall not exceed the following established per tanker ceilings of 17% for the M967A2's, 13% for the M969A3's, and 11% for the MK970's. The \$1,000.00 limitation applies to the figure remaining after all calculations have been made in accordance with paragraph (d) below. There is no limitation on the amount of decreases that may be made under this clause.

(4) The amount of the contract adjustment associated with each delivery order will be increased by 12% on tankers with CONUS destinations. This increase represents the amount of FRET the contractor must pay or not pay on the increased/decreased stainless steel change.

(d) EPA Formula - Contract adjustments will be based on the difference between the stainless steel surcharge, per pound, included in the contractor's end-item price at the time of award versus the purchase order price for stainless steel surcharge, per pound, used to produce the end items in the relevant delivery order, times the stainless steel quantity per end item, times the number of units delivered that month, plus 12% FRET when applicable. If the net change is at least plus or minus \$1,000.00 the contract will be adjusted.

(e) For purposes of clarification, an example of the contract adjustment discussed above in paragraph (d) is provided. Assume MK970 deliveries of 15 units for the month, production requires 9,871 pounds of stainless steel per unit, and an end item price of \$214,690.00 per unit. In the original contract price the contractor included a stainless steel surcharge price of \$1.33 per pound, and the price of stainless steel used to produce the units is \$1.74 per pound. The contract price adjustment for the end item(s) delivered under the relevant delivery order would be calculated as follows:

[[Actual price of stainless steel used for delivery order - price of stainless steel within original contract price] x quantity of stainless steel per end item x number of units delivered] + 12% FRET = net change.

[[\$1.74 - \$1.33] x 9,871 pounds/unit x 15 units] + 12% = \$67,991.45

\$67,991.45 represents the net change associated with the relevant delivery order. Since the increase is more than \$1,000.00 it satisfies the limitation imposed by paragraph (c) (2) and since it is less than 11% per tanker of the original unit price, it

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satisfies the limitation imposed by paragraph (c)(3). Therefore, the contract would be adjusted for that particular delivery order by increasing the contract by \$67,991.45.

(f) The Contracting Officer may examine the Contractor's (or subcontractor's) books, records, and other supporting data relevant to the cost of material associated with this clause during all reasonable times until the end of 3 years after the date of final payment under this contract or the time periods specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR), whichever is earlier.

(g) If the contractor (or subcontractor) procures the stainless steel defined in paragraph (a) via purchases made in a currency other than U.S. dollars, all the stainless steel prices and calculations referenced in this clause shall be shown in that currency, and the following additional provisions in this paragraph apply. The total net change explained in paragraph (d) above (and exemplified in paragraph (e) above) would be first calculated in terms of that applicable currency. The contractor shall then convert that net change into a U.S. dollar amount by using the noon buying rate in New York, for cable transfers payable in the applicable foreign currency. The resource for determining this foreign exchange rate shall be the foreign exchange rates certified by the Federal Reserve Bank of New York, for customs purposes. As of release of this solicitation, these rates can be found at www.federalreserve.gov/releases/h10/update/ <http://www.federalreserve.gov/releases/h10/update/>. (If the particular currency is not listed on the Federal Reserve Bank resource, the contractor shall use www.oanda.com <http://www.oanda.com> to obtain the foreign exchange rate.) For this conversion calculation, the contractor shall use the foreign exchange rate for the first business day in the last month of end-item deliveries covered by the particular delivery order. The net change amount, in U.S. dollars, shall be the amount subject to the limitations in paragraphs (c) and (d) of this clause.

(End of Clause)

*** END OF NARRATIVE I0001 ***